



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	Vendor Code		Dept.	Contract Number	
<input checked="" type="checkbox"/> Change	WESTSID108		SC	02-830 A-1	
<input type="checkbox"/> Cancel					
County Department			Dept.	Orgn.	Contractor's License No.
Transitional Assistance Department					
County Department Contract Representative			Telephone		Total Contract Amount
Margie Donahue			(909) 387-2444		\$598,120
Contract Type					
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount
		July 1, 2002	June 30, 2004	\$298,610	\$299,510
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
AAA	DPA	TAD	300	3230	PTB93230
					Amount
					\$299,510
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Amount
Project Name			Estimated Payment Total by Fiscal Year		
Prop 10 – Child Care			FY	Amount	I/D
Capacity Building			03-04	\$299,510	I

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Transitional Assistance Department, hereinafter called the County, and

Name

Westside Brighter Visions Foundation

hereinafter called

Contractor

Address

1455 West Highland Ave. #104-105

San Bernardino, CA 92411

Phone

Birth Date

(909 473-9100

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend Contract # 02-830 between the County of San Bernardino and Westside Brighter Visions as follows:

Section II. Contractor Service Responsibilities

Amend Paragraph D. Item 1 c. to read as follows:

1. c. Contractor shall submit a quarterly Inventory of Equipment Purchased Report. This report shall provide a listing of all equipment purchases for the quarter including the purchase price, description of the item, serial

numbers, model number and location where equipment shall be used during the term of this Contract. The final Inventory of Equipment Purchased Report due in July 2004 shall include *all* the equipment purchased under the terms of the contract and a query to the County as to requirements, including the manner and method of returning said equipment to the County.

Section III. Contractor General Responsibilities

Amend Paragraph H. to read as follows:

- H. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.

Amend Paragraph Q. Item 2, b. to read as follows:

2. b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage of owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000). **Exception: If the Contractor is going to transport clients, at any given time, then the policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000).**

Amend Paragraph Z. to read as follows:

- Z. Contractor shall designate two (2) individuals to serve as the primary point of contact and the back-up contact for the Contract. Contractor shall notify HSS when the primary contact will be unavailable/out of the office for three (3) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.

Section V. Fiscal Provisions

Amend Paragraph A. to read as follows:

- A. The maximum amount of reimbursement under this Contract shall not exceed \$598,120, (\$298,610 for FY 02/03 and \$299,510 for FY 03/04) including the original contract amount and all subsequent amendments and shall be subject to availability of California Children and Families Trust Fund monies to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem. Reimbursement shall be made for expenses incurred during the contract term only.

Section VIII. Term

Amend to read as follows:

This Contract is effective as of July 1, 2002, and is extended from its original expiration date of June 30, 2003, to expire on June 30, 2004, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

Section X. General Provisions

Amend Paragraph A. to read as follows:

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the respective addresses listed below.

Contractor: Westside Brighter Visions Foundation
1455 West Highland Ave. # 104-105
San Bernardino, CA 92411

County: County of San Bernardino
Human Services System
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

County (***Insurance Information Only***):
County of San Bernardino
c/o Insurance Data Services
P.O. Box 12010 – CB
Hemet, CA 92546-8010

Amend Paragraph D. to read as follows:

- D. The County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the Children and Families Commission as the funding agency by inclusion of the Commission's logo and stating *"This is a service through First 5 San Bernardino"*. Contractor shall receive written permission from the County and Commission prior to publication of said training materials.

Add Paragraph K. to read as follows:

- K. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

ATTACHMENT B:

Attachment B, Program Budget, July 1, 2003 – June 30, 2004, is added to the Contract.

All other terms and conditions in this contract remain in full force and effect.

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Westside Brighter Visions Foundation
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name Dr. Emil Peeler
(Print or type name of person signing contract)

Title Interim Director
(Print or Type)

Dated _____

Address 1455 West Highland Ave. #104-105
San Bernardino, CA 92411

Approved as to Legal Form

►
Regina Coleman, County Counsel

Date _____

Reviewed by Contract Compliance

►
Lori Ciabattini, HSS Contracts Unit

Date _____

Presented to BOS for Signature

►
Linda Haugan, Director

Date _____

**Auditor/Controller-Recorder
Use Only**

☐ Contract Database ☐ FAS

Input Date	Keyed By
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